¨ÉAUÀ¼ÀÆgÀÄ «zÀÄåvï ¸ÀgÀ§gÁdÄ PÀA¥À¤ ¤AiÀÄ«ÄvÀ

BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

BID ENQUIRY NO.

BESCOM/2026-27/IND0241

BIDDING DOCUMENTS

Procurement of 250 kVA, Aluminium Winding, Star 2 (5 star), 11kV/433V, stacked CRGO Core with oil, Distribution Transformers – LOT2.

TECHNO COMMERCIAL BID

ISSUED BY

The Chief General Manager (Ele.),
Procurement, BESCOM
Corporate Office,
K.R. Circle,
Bengaluru: 560 001.

TABLE OF CONTENTS

Section	Subject
I	IFB- Invitation For Bids
II	ITB-Instructions To Bidders
III	GCC-General Terms and Conditions of Contract
IV	SCC- Special Conditions of Contract
V	Schedule of Requirements
VI	Technical Specifications
VII	Techno-Commercial sheets

SECTION-I - IFB

INVITATION FOR BID

The Chief General Manager (Ele.), Procurement, Corporate Office, BESCOM, 2nd Floor, K.R. Circle, Bengaluru-560 001, invites tender from eligible Bidders for procurement of 250 kVA, Aluminium Winding, Star 2 (5 star), 11kV/433V, stacked CRGO Core with oil, Distribution Transformers.

1.0 INTRODUCTION

Eligible Bidders

Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1. Bidding documents may be downloaded from the Karnataka Public Procurement Portal.
2. Bidders shall pay Tender Processing Fee as mentioned in the Karnataka Public Procurement Portal.

3. Bids shall be accompanied by Tender Processing Fee, for an amount as mentioned in the Karnataka Public Procurement Portal and EMD as detailed in clause No.13 of ITB.

4. The Techno-Commercial Bids will be opened on the date and time as mentioned in the Karnataka Public Procurement Portal.

5. BESCOM reserves the right to cancel/withdraw the tender at any point of time without assigning any reasons for such decision.

2.0 Qualifying Requirements:

Qualifying requirements shall be as detailed in clause No. 5 of ITB.

3.0 The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it's over the last five years with BESCOM. A history of awards involving litigations against the Bidder or any part or JV may result in rejection of bid.

Bidders should furnish the self-declaration stating the above and upload the same along with the other documents in the relevant field in the KPP portal, failing which the offer is liable to be rejected.

4.0 BESCOM will not be responsible for not getting Internet connection while downloading the Electronic bid sheets or during submitting their offers.

SECTION – ITB
INSTRUCTION TO BIDDERS

A. INTRODUCTION

The Chief General Manager (Ele.), Procurement, Corporate Office, II Floor, K.R. Circle, Bengaluru-560001 on behalf of Bangalore Electricity Supply Company Limited, invites tender for **Supply of 250 kVA, Aluminium Winding, Star 2 (5 star), 11kV/433V, stacked CRGO Core with oil, Distribution Transformers, through Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/)**

1. Enquiry No.	BESCOM/2026-27/IND0241
2. Material	For supply of **Supply of 250 kVA Star 2 DTCs**
3. Quantity	**243 Nos.**
4.Amount put to tender as per SR 2025-26.	**Rs.13.87 crores**
5. Tender System	Two Tender Document System
6. Date of availability of Bids	**04.05.2026 onwards**
7. Due date for submission of Bids	**03.06.2026 17:00 Hours**
8. a) Date of opening of Techno-commercial bid b) Date of opening of Price Bid	a) **04.06.2026 17:15 Hrs** b) Will be opened in Karnataka Public Procurement Portal after completion of techno commercial evaluation.
9. Tender processing fee	Refer KPP Portal https://kppp.karnataka.gov.in
10. Earnest Money Deposit	Refer EMD Clause in the tender Documents
11. Schedule of requirements	The delivery schedule is as per schedule-V

	and will be intimated in the purchase order also and the successful Bidder shall adhere to the delivery schedule of the Purchase Order.
12. General Terms and Conditions	Enclosed herewith
13. Technical Specifications & Drawing	Enclosed herewith
14. Price Bid	The Bidder shall quote **Unit computed FORD price** on the KPP portal in the option of **''item wise bid commercial offer**'' and also furnish the break up of prices in "Edit Break up of price quoted" option. The break up of prices should contain Ex-works price, tax structure as applicable like Ex-works, CGST, SGST/IGST, F&I on KPP portal.

1.0 Scope:

The Scope of the contract will include the following:

a) Design, Manufacture, testing and Supply of **250 kVA, Aluminium Winding, Star 2 (5 star), 11kV/433V, stacked CRGO Core with oil, Distribution Transformers**, as per tender Technical Specifications and drawings.
b) Conducting of Reliability tests, performance and guarantee tests at manufacturer premises.
c) Packing, preservation, transportation from the manufacturer's works to the consignee stores.
d) Delivery including loading & unloading of materials at Consignee Stores.

2.0 Issue of Tender documents.

Bidders can download the tender documents from Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in) **from 04.05.2026.**

Submission of tender documents.

All the Tender Documents shall be uploaded through Karnataka Public Procurement Portal on or before **03.06.2026, 17:00 Hrs.**

Opening of Technical bid:

The Technical bids will be opened on **04.06.2026, 17:15 Hrs** in the Karnataka Public Procurement Portal. Price bids of Techno-Commercially responsive firms will be opened after completion of Techno-Commercial evaluation.

3.0 The interested Bidders may obtain further information from the office of the Chief General Manager (Ele.), Procurement, 2nd floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001**. Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to the** Chief General Manager, (Ele.,) Procurement**, 2nd Floor, 2nd Block, Corporate Office, BESCOM, K.R. Circle, Bengaluru - 560 001 on or before** 13.05.2026 11:00 Hrs**.** Letters seeking clarifications received subsequent to THE ABOVE date and time will not be entertained. **Interested Bidders may also submit online queries through the KPP portal** ON OR BEFORE 13.05.2026 @ 11:00 Hrs**.**

The Pre bid meeting is convened on 13.05.2026 @ 11:30 AM at O/o Chief General Manager (Ele.), Procurement, 2nd Floor, 2nd Block, Corporate office, BESCOM, K. R Circle, Bengaluru-560 001. Aspirant Bidders may attend the meeting for any clarification.

4.0 General Conditions:

a. Notwithstanding the above, if it is found that the performance vis-s-vis the Purchase Orders placed on the Bidder by ESCOMs is either behind schedule or not satisfactory, BESCOM will be at liberty to disqualify the Bidder and reject its bid at any stage of processing the bid.

b. Even though the Bidders meet the required qualifying criteria, as per their statements they are subject to be disqualified if they have,

- Made misleading or false representations in statements and attachments uploaded as proof of the qualification requirement and/or.

- Record of poor performance such as poor quality of product, not properly completing the contract, inordinate delays in supply completion, or financial failures etc.,
- Participated in the previous Tender for the same materials and had quoted unreasonably high tender prices and could not furnish rational justification/ have not completed the order after obtaining the order.

c. In the event of the information furnished by the Bidder found to be false at any stage of tendering, BESCOM at its discretion may take action against such Bidders and may forfeit the bid security and disqualify the offer of such Bidder and blacklist the firm.

d. In the event of the information furnished by the Bidder is found to be false during the execution stage, then BESCOM is at its liberty to cancel the Purchase Order other than forfeiting the Security Deposit against the Purchase Order and may blacklist the firm and recover the losses and levy liquidated damages.

e. The Bidders shall offer full quantity of the tendered material. Tenders with offered quantities less than the tendered quantity will be liable for rejection.

f. The offers shall be in General conformity with the specifications. Any Technical/Commercial Deviations from the specifications shall be clearly brought out in the techno commercial of the offer.

g. Quantities noted above are provisional. As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.

h. BESCOM reserves the right to cancel or withdraw or modify the bid without assigning any reason for such decision. Such decision will not incur any liability whatsoever on the part of BESCOM consequently.

i. Conditional offers are liable for rejection.

j. BESCOM will not be responsible for not getting internet connection while downloading the Electronic Bid sheets/documents or while uploading their offers.

k. The tender not submitted through the KPP portal and also non-submission of EMD is liable to be rejected.

l. Any bid submitted in response to the tender shall confirm absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

m. **The Bidder shall upload the GTP under other documents section**. The GTP of the Bidder shall be according to the specifications. BESCOM reserves the right to disqualify the bid, in case the submitted GTP is not in accordance to BESCOM standards.

n. BESCOM reserves the right to disqualify the bid if the deviation mentioned by the Bidder is not acceptable to BESCOM.

o. **BESCOM** reserves the right to call for the originals of documents uploaded as a proof of pre-qualifying requirements, for the purpose of verification.

p. The Bidder shall have to be an entity registered in India in accordance with law.

q. The Bidder shall follow Indian laws regulations and standards.

r. All disputes shall be settled as per applicable Indian laws and shall be instituted in Bengaluru only.

5.0 QUALIFYING REQUIREMENTS

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
Technical Criteria:		
1	The Bidder should be in existence as any of the following: a) Company incorporated in India under the Companies Act, 1956/2013 including any amendment thereto; b) LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008 including any amendment thereto;	**a)** i. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. ii. Declaration from Directors of the Company in MBP-1 Form stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	c) Partnership Firm under Partnership Act, 1932 in India; d) Sole Proprietorship Concern	of inviting tender (s). **b)** i. Certification of Incorporation issued by Registrar of Companies as per LLP Act 2008. ii. Limited Liability Partnership Agreement of LLP. **c)** i. Partnership Deed, GST Registration certificate. ii. Shops & Establishment Registration certificate, as applicable. **d)** PAN/GST Registration certificate.
2	The Bidder should be a manufacturer of distribution transformer.	Documentary proof such as license issued by Commerce & Industries department or any other Government Statutory Authority regarding manufacturing of transformers shall be uploaded.
3	The Bidder should have manufactured, tested and supplied not less than 80% of the tendered quantity ***(However it will be 40% to Micro and small Enterprises)*** of 100kVA or higher capacity of star 2 distribution transformer (up to 1000 kVA) in any one of the last 3 preceding years i.e., 2022-23, 2023-24 & 2024-25 (***last 2 years i.e., 2023-24 & 2024-25 for Micro & Small Enterprises***) to any Electricity Distribution Companies or Govt. Electrical Utilities/PSUs.	Scanned copies of order completion certificate issued by an officer not below the rank of Executive Engineer or equivalent officer of concerned Electricity Distribution Companies or Govt. Electrical Utilities/PSUs shall be uploaded. Micro & Small Enterprises shall upload valid MSME (UDYAM) registration certificate obtained from the competent authority certifying that Bidder is a Micro and Small Enterprises.
4	The Bidder shall upload performance certificate issued by any Electricity Distribution	Scanned copies of Performance Certificate issued by an officer not below the rank of Executive Engineer

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	Companies or Govt. Electrical Utilities/PSUs for having satisfactory operation of 100kVA or higher capacity of star 2 distribution transformer (up to 1000 kVA) for at least one year as on the date of bid submission for minimum of 80% of the tendered quantity (*However it will be **40% to Micro & Small Enterprises***) in last 3 preceding years i.e., 2022-23, 2023-24 & 2024-25 (***last 2 years i.e., 2023-24 & 2024-25 for Micro & Small Enterprises***).	or equivalent officer of the Electricity Distribution Companies or Govt. Electrical Utilities/PSUs shall be uploaded. Micro & Small Enterprises shall upload valid MSME (UDYAM) registration certificate obtained from the competent authority certifying that Bidder is a Micro and Small Enterprises.
5	The Bidder shall possess BEE & BIS valid certificates issued by the Govt. of India for manufacture of Distribution Transformers as per specified standards.	Valid BEE & BIS certificates issued by the Govt. of India for manufacture of Distribution Transformers shall be uploaded.
6	The Bidder shall upload the type test certificates for having conducted all the type tests mentioned in the relevant IS/technical specification on **250 kVA Star 2 Distribution Transformer** at CPRI/ ERDA & such type test reports shall not be older than five years as on the last date of bid submission.	Valid type test certificates from CPRI/ERDA shall be uploaded.
Financial Criteria:		
7	The Average Annual Financial Turnover of the Bidder shall not be less than the Amount Put to Tender (***However it will be 50% in respect of Micro & Small Enterprises***) during the preceding 3 financial years i.e., 2022-23, 2023-24 and 2024-25 (***However, it will be last 2***	Certified copies of audited financial statements such as P&L statement, Balance sheets for the required FYs shall be uploaded.

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	years i.e., 2023-24 and 2024-25 for Micro & Small Enterprises).	
8	The Liquid Assets as on 30.04.2026 or at a later date before submission of the bid consisting of Cash at Bank + Term Deposits + availability of fund based credit facilities in any Nationalized/scheduled Bank shall not be less than 25% of the amount put to tender.	The cash at Bank, Bank Deposits and availability of fund based credit facilities shall be supported by a certificate issued by Nationalized/ Scheduled Bank shall be uploaded. If the Bidder has banking with more than one Bank, then the available balance liquid assets mentioned above on a particular date i.e., 30.04.2026 or any date before submission of tender shall be the same date and time for all the banks. In case of Fund Based credit facility, the certificate issued by Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 30.04.2026 or at a later date, before submission of the bid shall be uploaded. **The certificate shall be submitted in the format as per Annexure-I**
General Criteria:		
9	The Bidder should not be under default/ debarred/ blacklisted by any Electricity Distribution Companies or Govt. Electrical Utilities/ PSUs, as on the date of bid submission.	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/- by the Bidder adhering to this clause shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
10	**Litigation History:**	Scanned copy of the self-declaration on notarized stamp paper of Rs.500/-

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	The Bidder should provide detailed information on any litigation or arbitration arising out of contracts completed or under execution by it over the preceding five years, a consistent history of awards involving litigation against the Bidder or any partner may result in rejection of Bid.	shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
11	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. (As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020.)	Scanned copy of Self-declaration on notarized stamp paper of Rs.500/- shall be uploaded regarding Boarder sharing or not. If the Bidder is from a country which shares a land with India, Registration certificate issued by the competent authority shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
12	A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format: ***I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where***	Scanned copy of the self-declaration in the prescribed format (Annexure-II) on notarized stamp paper of Rs.500/- shall be uploaded. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**

Sl. No	Qualifying Requirements	Documentary evidence to be furnished by the Bidder
	applicable, evidence of valid registration by the Competent Authority shall be attached.)	

Note: 1. ***The self-declaration for QR 9, 10, 11 & 12 may be provided on a single notarized stamp paper of Rs.500/-***

2. ***If the Bidder participates for more than one enquiry of Tenders invited for procurement of Transformers, then the Bidder shall fulfil the Technical QR (3) & QR (4) and Financial requirements QR (7) & (8) cumulatively for all the enquiries participated. If the Bidder does not meet the cumulative Technical & Financial Requirement of all the enquiries participated, then the offer of the Bidder shall be considered to the extent of enquiries the Bidder fulfils the cumulatively both Technical and Financial qualifying requirements.***

The cumulative clauses apply to the following Enquiry Nos:

Sl. No	***Enquiry Nos.***	***Sl. No***	***Enquiry Nos.***
1	BESCOM/2026-27/IND0240	2	BESCOM/2026-27/IND0241
3	BESCOM/2026-27/IND0242	4	BESCOM/2026-27/IND0243

3. ***<u>Limitation of Award:</u> In case the Bidder fulfils the Qualifying Requirements in each of the enquiry participated individually and also meets the cumulative Technical and Financial requirements, then the price bids of such Bidders shall be opened reckoning from the highest amount put to tender and consideration of Bidder for awarding will be at the discretion of the BESCOM.***

4. ***The successful L1 Bidders of all enquiries (of particular type), shall match to the lowest price quoted among the enquiries (of particular type) mentioned above.***

No Deviation whatsoever, in the following conditions of the bidding documents is permitted.

i. Validity of offer.
ii. Stipulated Delivery Schedule.

iii. EMD.
iv. Payment terms.
v. Price Basis.
vi. Guarantee.
vii. Change in offered quantity vis-à-vis the tendered quantity.
viii. Security Deposit.
ix. Penalty for delay.

Bidders are advised that while making bid proposals and quoting prices these conditions may appropriately be taken into consideration. Bids with deviations on the above are liable to be disqualified.

6.0 Two Tender Document System

Tender should be in two parts namely Part-I: Techno commercial Bid containing full technical particulars and commercial terms and conditions. Part-II: Price Bid containing prices.

a. Part-I: TECHNICAL BID: The technical documents shall be uploaded in KPP portal.

The necessary documentary evidence in respect of qualifying requirements shall be uploaded by the Bidder in the form of electronic/scanned copies in the KPP portal.

b. Part II: PRICE PROPOSALS:

The Bidder shall furnish **Unit computed FORD price inclusive of all applicable taxes and duties** in the Karnataka Public Procurement portal in the option of **''item wise bid commercial offer''** and also furnish the break up of prices in **"Edit Break up of price quoted" option**. The break up of prices should contain Ex-works price, tax structure as applicable like CGST, SGST/IGST, F&I and etc., in KPP portal.

7.0 COST OF BIDDING

The Bidder shall bear all costs and expenses associated with preparation and submission of its bid including post-bid discussions, technical and other presentations etc, and BESCOM will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

B. THE BIDDING DOCUMENTS

8.0 UNDERSTANDING OF BID DOCUMENTS

A prospective Bidder is expected to examine all instructions, forms, terms and specifications in the Bid documents and fully inform himself as to all the conditions and matters which may in any way affect the scope of work or the cost thereof. Failure to furnish all information required by the bid document or submission of a bid not substantially responsive to the bid document in every respect will be at the Bidder's risk and may result in the rejection of its bid.

9.0 CLARIFICATIONS ON BID DOCUMENTS

9.1 If the prospective Bidder finds discrepancies or omissions, in any terms/conditions and documents or if the bidder is in doubt as to the true meaning of any part, he shall at once make a request, in writing, for an interpretation/clarification, to the owner.

9.2 A prospective Bidder requiring any interpretation/clarification of Bid Documents may notify the Owner in writing or through KPP Portal within the date notified in the KPP Portal as well as Bidding documents. The Clarifications to the queries will be issued in the KPP Portal to any request which is received not later than the date indicated in the Bid document and the KPP portal, if found necessary.

9.3 Issues on which clarifications are sought by the Prospective Bidders shall be submitted in writing to THE CHIEF GENERAL MANAGER (Ele), PROCUREMENT, 2nd FLOOR, 2ND BLOCK, CORPORATE OFFICE, BENGALURU ELECTRICITY SUPPLY COMPANY LIMITED (BESCOM), K.R. CIRCLE, BENGALURU-560 001 on or before the date and time as mentioned in the KPP platform/ Bid Document.

9.4 Requests for clarifications received subsequent to the mentioned date will not be entertained.

9.5 Verbal clarification and information given by BESCOM or its employee(s) or its representative(s) shall not in any way be binding on

the BESCOM.

10.0 AMENDMENT TO BIDDING DOCUMENT

10.1 BESCOM reserves the right to issue amendments or clarifications to the specifications and documents giving reasonable time prior to the bid opening for any reason whether at its own initiative or in response to interpretations/clarifications requested by prospective bidder. Such amendments or clarifications shall be given due consideration by the bidders while they submit their bids and the bidders shall invariably upload such documents there on as a part of their bids. All such amendments, clarifications etc., shall be published in Karnataka Public Procurement portal against the tender. BESCOM shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

10.2 In order to provide prospective Bidders reasonable time to take the amendment into account in preparing their bids, BESCOM may, at its discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

11.0 LANGUAGE OF BID

The bid prepared by the Bidder and all correspondences and documents relating to the bid, exchanged by the Bidder shall be in the English language. Supporting documents and any printed literature furnished by the Bidder may be in another language, provided they are accompanied by an English translation of the relevant passages in the English language in which case, for purposes of interpretation of the bid, the English translation shall govern.

12.0 DOCUMENTS COMPRISING THE BID

a. The Bidder shall submit the Electronic Bid sheets inclusive of Price bid (Prices shall be quoted in Karnataka Public Procurement portal only)

Technical Data Requirements etc., furnished in the bidding documents, indicating, for the services to be rendered, quantity and prices. The Tender should be uploaded in the Karnataka Public Procurement Portal under a Two Tender document system comprising of Technical Bid and Price Bid.

b. The Bidder shall also upload documentary evidence in the KPP portal to establish that the Bidder meets the Qualification Requirements as detailed above and accompanying Special Conditions of Contract if any.

c. SSI Certificate shall be uploaded with the Techno Commercial Bid if applicable.

d. The EMD shall be paid in accordance with the EMD clause of this section.

13.0 EARNEST MONEY DEPOSIT (BID GUARANTEE):

13.1 The Bidders shall pay **EMD of Rs. 13,87,500.00** through any of the e-payment modes mentioned, in the KPP Portal. For payment of EMD through KPP Portal, please refer clause 13.10.

13.2 EMD amount indicated above is exempted for Micro and Small Enterprises registered with NSIC under a single point vendor registration scheme. A relevant document shall be uploaded. If the validity of the NSIC certificate uploaded is expired, then such expired certificate will not be considered for EMD exemption and further tender process.

13.3 In case of payment of EMD amount, complete EMD amount of **Rs. 13,87,500.00** shall be paid in KPP portal by any of the modes specified in the Karnataka Public Procurement Portal.

OR

The bidder shall pay **Rs. 10,00,000.00** in KPP Portal by any of the modes specified in the Karnataka Public Procurement Portal and remaining amount of **Rs. 3,87,500.00** shall be deposited in the form of **irrevocable Bank Guarantee/ e-Bank Guarantee from the Banks which are integrated with NeSL / Insurance Surety Bonds issued by Insurance Company authorized by Insurance Regulatory and**

Development Authority of India. The Bank Guarantee should be submitted in the format provided, issued by a Scheduled Bank or Nationalized Bank in India and drawn in favour of Chief General Manager (Ele.), Procurement, BESCOM. Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.

13.4 The Bidder shall upload the scan copy of the **irrevocable Bank Guarantee, e-Bank Guarantee, Insurance Surety Bonds issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India**, towards EMD in the slot provided for BG in KPP portal failing which the offer will be rejected in the KPP portal. **The Bidder shall ensure that the original of irrevocable Bank Guarantee/ e-Bank Guarantee/ Insurance Surety Bonds towards EMD shall be sent to the Chief General Manager (Ele.,), Procurement, 2nd Floor, Corporate Office, BESCOM, Bengaluru – 560 001** so as to reach within the due date and time notified for submission of bid through KPP portal i.e., **on or before 03.06.2026, 17:00 Hrs** in a sealed cover, **failing which the Technical bids submitted through KPP portal will not be opened.**

Note:

a) The Bid Enquiry No. shall be clearly and legibly indicated in the Bank Guarantee.

b) The Bid Enquiry number shall be super scribed on the two tender documents system.

c) EMD shall have to be valid for **45 days beyond the validity of tender**.

13.5 Earnest money deposited by unsuccessful Bidders will be returned after the tender has been finalized.

13.6 EMD of successful Bidder will be refunded after fulfilment of security deposit clause.

13.7 The deposit towards EMD as above shall not carry any interest.

13.8 Permanent EMD will not be considered.

13.9 EMD so deposited will be liable for forfeiture:

a. If a Bidder withdraws / modifies its bid during the period of bid validity specified by the Bidder on the Bid Form;

b. In case of a successful Bidder, if the Bidder fails to furnish the Security Deposit/Performance Guarantee.

c. In case of a successful Bidder, if the Bidder fails to deliver the materials/equipments;

d. If the Bidder does not accept the arithmetical correction of its Bid Price.

e. If MSME registered Bidder's desires to withdraw their bids within the bid validity period, then such Bidders will be backlisted at the discretion of BESCOM.

13.10 E-payment modes for Tender Processing Fee & Earnest Money Deposit.

The Bidders should pay the Earnest Money Deposit (EMD) & Tender Fee in the KPP portal as per the conditions of the portal.

NOTE: - EMD payment at KPP portal is through bank gateway as indicated in the KPP portal.

For further clarification, contact KPP portal.

KPP Portal Help Desk: Phone No: **+91 9240214000, +91 9240214001**
E-mail: support@eprochelpdsk.com**.**

14.0 PERIOD OF VALIDITY OF BIDS

a. Bids shall remain valid for 180 Days from the date of bid opening. A bid valid for a shorter period will be rejected as non-responsive.

b. In exceptional circumstances, owner may solicit the Bidder's consent to an extension of the period of validity. The request and the response thereto shall be made in writing (including email). A Bidder may refuse the request without forfeiting his bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

15.0 FORMATS OF COMMERCIAL OFFER:

The Commercial offers must not contradict the technical offer in any way.

16.0 PRICES:

a. The Prices are **variable as per the applicable IEEMA Circulars.**

b. Any variation in the quoted rates will not be allowed on any ground, such as a mistake while quoting in the KPP portal, misunderstanding etc., after the bid has been submitted. If the firm becomes lowest tenderer by virtue of such rates quoted, and does not agree to supply at the quoted rates, the E.M.D. of such firm will be forfeited and BESCOM reserves the right to blacklist the firm.

17.0 COST AND CURRENCY:

The Bidders shall quote their offer as prescribed in the price bid in Indian Rupees only including the following:

i. Cost of the equipment/material.
ii. Transportation and forwarding charges to the designated store in BESCOM jurisdiction.
iii. Insurance to cover material to cover up to Supply/installation at the BESCOM site and handing it over to the BESCOM.
iv. All taxes, Duties and levies as applicable and split up details shall be uploaded.
v. Bidders have to make their own arrangements for obtaining road permits wherever needed.
vi. Entry Tax and octroi must be mentioned separately if applicable.

18.0 TAXES AND DUTIES:

The Bidders have to quote GST, F&I Charges and any other applicable Taxes prevailing as on date of bid opening and the same shall be clearly spelt out in the offer. **If no mention is made then prices quoted will be evaluated as all-inclusive of taxes, duties and F&I charges**.

In the event of an order,

i. GST will be paid as indicated by the Bidder in the Price Bid.

ii. If there is any concession/reduction in the GST by the changes in the policies by the Central/State Government, the same shall be availed and passed on to BESCOM.

iii. If there is any enhancement in the statutory taxes like GST, due to change in policies by the Central/State Government then such enhanced taxes will be payable by BESCOM.

iv. No claim for any increase towards statutory variation regarding enhancement of existing tax, GST or duty or introduction of a new tax or duty shall be entertained during the extended period of contract if the extension is required by causes attributable to the supplier. But, if there is any reduction during the extended period of contract, same shall be passed on to BESCOM.

D. SUBMISSION OF BIDS

19.0 FORMAT OF BID

a. The **bids** shall be uploaded through **KPP portal only** on or before the last date and time for submission of the bid. Bids not submitted through **KPP Portal and non-payment of EMD** will be **treated as disqualified.**

b. The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

c. All the documents in support of qualifying requirements shall be scanned and uploaded in the KPP portal. **Failure to furnish the documentary evidences electronically would result in outright rejection of their offers.**

d. The following Documents are to be sealed in a cover and sent to the **Chief General Manager (Elec), Procurement, 2nd Block, 2nd Floor, Corporate Office, K.R. Circle, Bangalore-560001**, so as to reach on or before the last date and time for submission of the bid through KPP Portal i.e. on or before 03.06.2026 17:00 hrs, indicated in the Notification / Section ITB.

1) Bank Guarantee for EMD (if applicable)
2) All Original Self declaration to be submitted on stamp paper.

20.0 DEADLINE FOR SUBMISSION OF BIDS

a. Bids must be **uploaded in the KPP portal on or before due date for bid submission.**
b. Owner may, at its discretion, extend this deadline for the submission of bids in KPP Portal, in which case all rights and obligations of owner and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after the bid's submission prior to the deadline prescribed for submission of bids.

22.0 LATE BIDS

KPP portal automatically locks the tender after the last date and time of receipt of tenders as mentioned in the KPP portal.

E. BID OPENING AND EVALUATION

23.0 OPENING OF BIDS

Owner will open the technical bids submitted through KPP portal on the date notified.

24.0 CLARIFICATION OF BIDS

During evaluation of tender, owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in the price or substance of the bid shall be sought, offered or permitted.

25.0 TECHNICAL EVALUATION OF BIDS:

The bids submitted in KPP Portal will be evaluated on the basis of techno-commercial information furnished by the Bidder. The bids which are submitted fulfilling the qualifying requirements of the tender will be treated as technically responsive and such firm's price bids will be opened after scrutiny of documents and verification of requisite EMD furnished by the Bidder.

26.0 PRELIMINARY EXAMINATION

a. BESCOM will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been uploaded, whether the documents are generally in order.

b. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lower of the two will prevail. If the Bidder does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

c. BESCOM may waive any minor informality or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.

27.0 OPENING OF PRICE BID:

The price bids of all the technically responsive Bidders will be opened, as on the date and time intimated in KPP portal.

28.0 EVALUATION/COMPARISON OF PRICE BIDS

a. After opening the price bids, price evaluation will be done based on the rate quoted by the Bidders in the KPP portal. Such price shall include all the costs including duties, levies, taxes and transportation and loading and unloading if any.

b. In the event of more than one Bidder quote the same L1 price for the tendered material then following procedure shall be followed for declaration of Successful L1 Tenderer.

- To finalize the L1 bidder, lottery system will be conducted in a fair and transparent manner in the presence of concerned Bidders or their authorized representatives. The decision arrived through such lottery shall be final and binding on all Bidders.
- Decision of BESCOM will be final in this regard.

c. The purchase order will be placed on the successful Bidder, whose total quoted cost evaluated as least quoted among the technical responsive bidders in accordance with provisions of KTPP act & its amendments.

29.0 CONTACTING THE OWNER

Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award/rejection is made by owner to the Bidders. While the bids are under consideration, Bidders and/or their representatives or other interested parties are advised to refrain from contacting by any means, owner and/or his employees/representatives on matters related to the bids under consideration.

30.0 NEGOTIATIONS:

It is absolutely essential for the Bidders to quote the lowest price at the time of making the offer in their own interest, as BESCOM will not enter into any price negotiations, except with the lowest quoting Bidder, whose offer is found to be fully technically compliant.

F. ISSUE OF PURCHASE ORDER

31.0 AWARD CRITERIA

Chief General Manager (Ele.,), procurement will place the Purchase Order on the successful Bidder whose bid has been determined to be substantially techno commercially responsive and has been determined as the lowest evaluated bid, in accordance with provisions of KTPP act and its amendments at the approved rate, provided further that the Bidder is

determined to be qualified to perform the Contract satisfactorily. BESCOM shall be the sole judge in this regard.

32.0 RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

Owner reserves the right to accept or reject any bid, and to annul the tendering process and reject all bids at any time prior to issue of purchase order, without thereby incurring any liability to the affected Bidder or Bidders.

33.0 NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER:

BESCOM shall be under no obligation to accept the lowest or any other offer received in response to this tender and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever. BESCOM will not be obliged to meet and have discussions with any bids, any or to listen to any representations.

34.0 **NOTIFICATION OF AWARD**

Prior to the expiration of the period of bid validity and extended validity period, if any, the Bidder will get information on KPP portal that its bid has been accepted.

35.0 EFFECT AND JURISDICTION OR CONTRACT

The laws applicable to the contract shall be the law in force in India. The Courts of Bengaluru in Karnataka State shall have exclusive jurisdiction in all matters arising under the contract.

36.0 TERMINATION FOR DEFAULT

BESCOM may without prejudice to any other remedy for breach of Contract by 14 days' written notice of default sent to the Supplier, terminate the Contract in whole or in part.

a) If the Supplier fails to deliver any or all of the goods/ items within the time period(s) specified in the Contract or any extension thereof granted by BESCOM.

b) If the Supplier fails to perform any other obligation(s) under the Contract.

37.0 LOCATION OF SUPPLY:

This Tender is being floated by the Corporate Office of BESCOM. The transformers being procured through this Tender shall be supplied by the Successful Bidder at the consignee stores furnished along with the Purchase Order/Dispatch Instruction. BESCOM reserves the right to make changes in the locations list given to the supplier.

38.0 For any technical support regarding KPP portal please Contact KPPP help desk. Supports Timings: (9.00 am to 9.00 pm)
Help Desk: 91-8046010000 +91-8068948777 09240214000 and 09240214001 Or E-mail: support@eprochelpdesk.com

SECTION-GCC

GENERAL TERMS AND CONDITIONS

1.0 **Definition of Terms:**

The terms and the words used in these general conditions and the annexed specifications shall have the meaning as stated below:

a) **COMPANY:** Bengaluru Electricity Supply Company Limited.

b) **PURCHASER/OWNER:** Purchaser or owner means Bengaluru Electricity Supply Company Limited/Chief General Manager (Ele.,) Procurement, BESCOM, Bengaluru.

c) **SUPPLIER:** Suppliers mean the Tenderer/ Bidder whose Tender has been accepted by the Purchaser and also includes Tenderer's legal/ personal representatives/ successors/ assignees.

d) **TENDERER/BIDDER:** Tenderer/Bidder means the firm who has participated in the tender by submitting the bids in KPP Portal.

e) **SPECIFICATIONS:** Specifications annexed to these general conditions, schedules and the drawings if any as per ISS, BSS, IEC or as notified.

f) **MONTH:** Month means Calendar month.

g) **INSPECTOR:** Inspector means the purchaser for the time being or such other members, as may be duly authorized or appointed in writing to act as Inspector for the purpose of Contract.

h) **DESTINATION:** Destination means F.O.R delivery at Stores/Site, as intimated by the OWNER and its representative.

2.0 **Use of Contract Documents and Information**

2.1 The Bidder shall not, without the BESCOM's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the BESCOM in connection therewith, to any person other than a person employed by the Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

2.2 The Bidder shall not, without the BESCOM's prior written consent, make use of any document or information enumerated in GCC Clause 2.1 except for purposes of performing the Contract.

3.0 **Prices**:

3.1 The Prices are variable as per the applicable IEEMA Circulars.

3.2 The Bidder shall furnish Unit computed FORD price on the KPP portal in the option of '' item wise bid commercial offer'' and also furnish the breakup of prices in "Edit Break up of price quoted" option. The breakup of prices should contain EX-works and tax structure as applicable like GST (CGST & SGST) and F & I charge on KPP portal.

4.0 It may be noted that incomplete and vague offers are liable to be rejected without any further reference.

5.0 Penalty, Guarantee, Test Certificates, Insurance, Inspection, Validity, and Security Deposit are as enumerated in the Bid documents.

6.0 Bidder shall give clear acceptance to all our clauses of the enquiry failing which it will be presumed that they have agreed to all our terms of enquiry.

7.0 Any bid submitted in response to the tender shall conform absolutely to the tender specifications and other conditions. Any deviation whatsoever wherever mentioned will make the bid liable for rejection.

8.0 BESCOM reserves the right to disqualify the bid if the deviation mentioned by the bidder is not acceptable to BESCOM.

9.0 **Quantity**: As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.

10.0 In case of unforeseen conditions, the due date of opening of Bid is declared holiday, the Bid shall be opened on the next working day.

11.0 The Company reserves the right to accept/reject any or all the Bid without assigning any reason whatsoever.

12.0 After receipt of supplies, if the materials do not conform to the relevant ISS and to enquiry specification, the materials will be rejected. The rejected materials shall be collected by the supplier at his own cost. The Company may accept replacement only if it conforms to the specification.

13.0 The Bidder shall quote prices in one slab. Prices quoted in more than one slab are not accepted.

14.0 The final acceptance of the Bid will rest with BESCOM, Bengaluru.

15.0 Whatever, may be the conditions of sales specified or indicated in the quotation, it is only the conditions indicated in the order and Bid notification that will be binding upon the BESCOM, and if the successful Bidder finds on receipt of the order his inability to accept any of the terms/conditions, he shall raise the issue specifically and get the matter clarified.

16.0 **Terms of Payment:**

16.1 GST: BESCOM is registered under GST acts.

16.2 The Consignee Division will arrange payment of 100% value of materials on receipt of goods, after inspection of materials at destination & Stores and against the presentation of dispatch and other documents by the firm to the Executive Engineer (Ele), of the Consignee Division of BESCOM after satisfying the terms conditions of the order, and after receipt of materials acknowledgement statement from the consignee stores.

16.3 For arranging 100% payment, the following documents will have to be furnished by the Supplier.

i) Invoice in duplicate, stamped and pre-receipted.

ii) Delivery Challan duly acknowledged by consignee. The payment will be arranged against clear acknowledgment duly signed by the Storekeeper and Store Officer of the relevant BESCOM, Stores.

iii) Material Acknowledgment Statement.

iv) Approved Test Certificate.

v) Copy of the e-way.

vi) The triplicate and quadruplicate copies of the invoices may be sent to the respective consignees for submission of Materials Acknowledgement Statement.

vii) Supplier Guarantee Certificate.

viii) Material Inspection Report.

17.0 **Packing**: The successful Bidder shall provide packing for securely protecting the materials to avoid damage in transit under proper condition and they shall be responsible for all losses or damages caused by any defect in packing. The package shall be marked with letters BESCOM, P.O. No. & date and consignee name & address.

18.0 **Delays in the Supplier's Performance**

18.1 Delivery of the Goods shall be made by the Bidder in accordance with the time schedule specified by the BESCOM in the Delivery Schedule.

18.2 If at any time during performance of the Contract, the Bidder encounter conditions impeding timely delivery of the Goods, the Bidder shall promptly notify the BESCOM in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Bidders notice, the BESCOM shall evaluate the situation and may, at its discretion, extend the Bidders time for supply with or without liquidated damages.

18.3 Except as provided under GCC Clause 20, a delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to GCC Clause 19, unless an extension of time is agreed upon pursuant to GCC Clause 18.2 without the application of liquidated damages.

19.0 **Penalty for late delivery**:

In case the materials are not delivered within the period stipulated in the order, you shall be liable to pay penalty to the company at **½ % per week, subject to a maximum of 10% reckoned on the contract value of such complete portion which could not been delivered in time,** subject to force majeure conditions.

20.0 **Force Majeure**:

a) Notwithstanding the provisions of GCC Clauses 18,19, the Supplier shall not be liable for forfeiture of its performance security, liquidated

damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For the purpose of this contract 'Force Majeure' means, an event which could not reasonably, have been avoided by a diligent party in the circumstances, which is beyond the reasonable control of a party and which makes a party's performance of its responsibilities hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes, but is not limited to war risks, civil disorder, earthquake, strikes, lockouts or other industrial action, electrical failure confiscation or any other action by Government Agencies.

c) Force Majeure shall not include any event, which is caused by the negligence or intentional action of a party or such party's sub-contractors or agents or employees or by a failure to observe good Engineering practices.

d) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

21.0 **Validity**: The validity of this offer shall not be less than **180 days** from the date of Bid opening. This shall be clearly stated in the Bid.

22.0 **Inspection & Testing During Manufacture**:

The Successful Bidder shall arrange routine acceptance test at manufacturing premises in the presence of the inspection staff of the company, **if BESCOM desires.**

22.1 The representatives of the company / authorized external agency shall be entitled at all reasonable times during manufacture to inspect, examine and test on the manufacture's premises the materials and workmanship of all equipment's to be supplied under this contract and if part of the said equipment is being manufactured on other premises, the contractor shall obtain for the companies representative, permission to inspect, examine and test as if the equipment's were being manufactured in the company

premises. Such inspection, examination and testing shall not release the contractor from his obligation under this contract.

22.2 **The successful Bidder shall give the representation to Chief General Manager (Ele.,) Procurement, BESCOM, 15 days advance notice in writing, the date and place at which the material will be ready for inspection.**

22.3 Where the successful Bidder provides for tests at the premises of the manufacturer, the successful Bidder shall provide such assistance, labour materials, electricity, fuel and instruments as may be required or as may be reasonably demanded by the representative of the company to carry out such test efficiently.

22.4 When the materials pass the specified tests, the representative of the company, shall furnish a certificate to this effect in writing to the supplier. The supplier shall provide reasonable copies of the test certificates to the company.

23.0 **Inspection of the finished product**:

The supplier shall arrange routine acceptance test at manufacturing premises in the presence of representatives of the BESCOM before dispatching the material.

The successful Bidder shall give the representation to BESCOM, 15 days advance notice in writing, along with the date and place of inspection.

In case any material is found to be not in conformity with the technical specification, the same will be rejected or even the entire consignment. The firm has to replace them by good ones immediately **and the second time inspection at the Factory premises shall be at firms cost as per BESCOM norms.**

The rejected materials shall be collected by the supplier at his own cost. The company may accept replacement if it conforms to the specification.

24.0 Inspection after Receipt of Materials:

The material will be inspected on receipt at the store from the officer nominated by the Chief General Manager (Ele), Procurement. Any material found to be not in conformity with the specification as detailed in the schedule will be rejected. In such cases, the supplier has to take back the rejected material at his own cost and again offer for inspection duly paying the re-inspection charges as per the norms.

The report for inspection of materials at the consignee stores shall also be submitted.

25.0 Materials to confirm to specifications:

The material supplied shall confirm to the tender technical specification/approved sample.

26.0 Delivery:

26.1 **The delivery schedule is as mentioned in the Schedule-V and will also be intimated in the purchase order and the successful Bidder shall adhere to the delivery schedule of the Purchase Order.**

26.2 **The delivery schedule shall be strictly adhered to by the successful Bidder failing which BESCOM reserves the right to initiate action as per the terms and conditions of the tender.**

26.3 Whatever may be the conditions of sale specified or indicated in the quotation, it is only the conditions indicated in the Purchase order and tender specification that will be final and binding upon the BESCOM, and if any tenderer likes to add any other terms/conditions, the same shall be clearly brought out in the Tender itself as “DEVIATIONS” which may be considered if acceptable to BESCOM.

26.4 In the event of the tender being accepted for the whole or any portion of the articles in the tender, the successful tenderer hereinafter referred to ***"Supplier” shall execute all orders as per the delivery schedule stipulated in the Purchase Order.***

27.0 Security Deposit:

The Security deposit to an extent of **5% value of the order** shall be paid within 15 days from the date of the LOI or shall be submitted along with the acknowledgement for having received the LOI.

The Security Deposit shall be paid in the form of Bank Guarantee/e-BG from the Banks which are integrated with NeSL, Insurance Surety Bonds issued by Insurance Company authorized by Insurance Regulatory and Development Authority of India.

The Bank Guarantee/e-BG shall be valid up to 90 days after the expiry of Guarantee Period of last consignment.

In case of furnishing Bank Guarantee/e-BG, the same must be sent to us directly by the Banker. In the event of the supplier failing to deposit such security within the prescribed date, the Earnest Money Deposit shall be forfeited and BESCOM shall have full discretion to cancel the LOI/Purchase Order.

The Security Deposit will be discharged without any interest at the end of successful completion of Guarantee period.

28.0 Guarantee:

The material offered shall be guaranteed for satisfactory operation and against failure due to bad workmanship and inherent defects in design or materials for a period of **five and half year from the date of supply or five years from the date of utilization whichever is earlier**. The supplier shall make good by replacing with new material, at his own cost that fail during the guarantee period.

29.0 Conditions of Supply

This tender is for supply of materials to the Bengaluru Electricity Supply Company Ltd., (herein after referred to as the 'Company') for the articles or any part or portion thereof tendered for by the supplier and accepted by the BESCOM or any officers, duly authorized in that behalf, of the said

Company at the rates and deliveries to the place or places at or within the time specified in the Purchase Order and without any extra charge or expense to the said Company other than those mentioned in the Purchase Order.

30.0 Failure to Supply:

Failing to supply as above, BESCOM is at liberty, without further notice or reminder to the supplier to purchase the same or any portion thereof on to the account of and at the risk of the supplier and to prefer a claim for the difference in price and for all expenses whatsoever incurred in purchasing the same, which the Company is wholly authorized to recover from any money due to supplier on bills, or deposits or any account.

31.0 Termination for Convenience:

BESCOM may, by written notice sent to the Supplier, terminate the contract, in whole or in part at any time for its convenience. The notice of termination shall specify the termination is for BESCOM's convenience, the extent to which supply of materials under the contract is terminated and the date upon which such termination is effective.

The contractor upon receipt of such notice shall discontinue the supply of materials on the date and to the extent specified in the notice, make all reasonable efforts to stop all further purchasing activity (Raw materials) related to the quantity terminated.

32.0 Termination of Contract:

In case the supplier fails to supply the materials within the contracted period of delivery or in case the materials supplied are found not in accordance with prescribed specifications and/or approved sample or in case the supplier has supplied any part consignment and failed to supply the balance within the contracted delivery period or if found to have furnished misleading or false representations in statements and attachments submitted as proof of the qualifying requirement at a later date or in case the supplied material selected at random fails to pass the

required tests at CPRI/ERDA, the Company shall exercise its discretionary powers on any or all the following:

a. To recover from the supplier, as agreed, liquidated damages or by way of penalty, the amount as per penalty clause above ; and
b. To purchase elsewhere, after giving due notice to the Supplier on account and at the risk of the Supplier such materials not so delivered or others of a similar description without canceling the contract. In respect of the consignment not yet due for delivery, the Supplier shall not be entitled to any saving on such purchase made against default:
c. To cancel the purchase order ; and
d. To forfeit the security deposit/EMD if it has been furnished and in case of permanent Security Deposit to forfeit the amount equivalent to the Security Deposit in the particular purchase order from out of the permanent Security Deposit ; and
e. To recover the testing charges; and
f. To black list or not to consider future offers for a specified period.

The decision of the company shall be final as regards the acceptability or otherwise of materials supplied.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1.0 PRICES:

The Bidder shall quote "PRICES" in the price bid.

1.1 The Bidder shall be responsible for Manufacturing, Testing and Supply of 250 kVA, Star 2 (5 star), Distribution Transformers as per the specifications. If there are any deviations to this clause, the purchaser reserves the right to overlook their offer wherever required.

1.2 Bidders shall quote all applicable statutory taxes and duties such as CGST, SGST, UTGST, IGST, Customs duty, Cess if any and taxes and duties as applicable on the date of bid submission and shall be shown separately in the Price bid (Prices shall be quoted in the KPP portal only). This shall be to the account of the Purchaser/Owner against documentary evidence, unless otherwise mentioned in the Purchase Order. Any statutory variation (increase or decrease) in taxes/duties/levies or if any tax/duty/levy is newly introduced by the government with effect from the next day of the date of submission of the bid and up to the scheduled delivery period, these variations/additional taxes/duties/levies will be to the account of the owner. However, any decrease in taxes and duties up to or beyond contractual delivery period, the benefit shall be passed on to BESCOM. Any upward variation in statutory taxes and duties beyond the contractual delivery period will not be paid by BESCOM if the reasons of the delay is attributable to the vendor/supplier and the same shall be absorbed by the vendor/supplier.

In case the Bidders indicate lesser rates of taxes & duties with reference to the prevailing rates of taxes & duties at the time of bidding, any

variations in the taxes and duties would be paid/recovered keeping the rates of taxes & duties applicable as on last date of Techno-commercial Bid submission as notified (either original or extended) as the base and not the quoted rates of taxes & duties for payment/recovery of difference in the taxes and duties.

1.3 If the rates quoted for material cost or F&I charges or GST, Taxes and Duties is not clear & is ambiguous, the purchaser reserves the right to overlook the offer.

1.4 Quantities noted above are provisional. As per the provisions of KTPP Act, the tender accepting authority is ordinarily permitted to vary the finally ordered quantity, only to the extent of twenty-five percent either way of the requirement.

SECTION – V

SCHEDULE OF REQURIEMENT

Sl. No.	Material	Quantity	Delivery Schedule
1	Manufacture, Testing and supply of 250 kVA, Aluminium Winding, Star 2 (5 star), 11kV/433V, stacked CRGO Core with oil, Distribution Transformers	243 Nos.	The delivery schedule will be intimated in Purchase Order and the successful bidder shall adhere to the delivery schedule of the Purchase Order for supplying the materials in BESCOM jurisdiction.

Sd/-
Chief General Manager (Ele.,),
Procurement, BESCOM

ANNEXURE-I

Certificate for Liquid Assets

(To be furnished by concerned Bank on its letter head)

Reference Number :(Sl.No) /Place

Enq No:

Date:

To:

[Name & Address of the beneficiary]

This is to certify that M/s._____(name of the Customer) having their registered/administrative office at_____ is a customer of our Bank and is engaged in_____ (nature of activity). Their financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as mentioned below to meet their financial requirement towards the execution of the_____ (brief details of works) as per the Loan Policy of the Bank:

<table>
<tr><th>Sl. No</th><th>Type of facility</th><th colspan="3">Amount in Rs
(As on Date of issue Certificate)</th></tr>
<tr><td>1.</td><td>Cash at Bank</td><td colspan="3">Rs ……..</td></tr>
<tr><td>2.</td><td>Term Deposits</td><td colspan="3">Rs …….</td></tr>
<tr><td rowspan="2">3.</td><td rowspan="2">Fund based Credit facility (includes Overdraft)</td><td>Sanctioned limit</td><td>Utilized Amount</td><td>Available Balance Amount</td></tr>
<tr><td>Rs …….</td><td>Rs …….</td><td>Rs …….</td></tr>
</table>

Date of the Certificate : _____

Yours Faithfully,

BRANCH MANAGER

ANNNEXURE-II

SELF DECLARATION CERTIFICATE
(To be furnished on Notarised ₹ 500/- Stamp Paper)

To,

The Chief General Manager (Ele.,),
Procurement Section, 2nd Floor,
Corporate Office, BESCOM
K.R.Circle, Bengaluru – 560001

Sir,

Sub: Tender Enquiry No. _____for supply of **250 kVA, Aluminium Winding, Star 2 (5 star), 11kV/433V, stacked CRGO Core with oil, Distribution Transformers – LOT2**.

We* hereby undertake to declare that (Applicable in case of Bidders from Countries not sharing Border with India**)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that …….(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered.

OR

I*/We* hereby undertake to declare that (Applicable in case of Bidders from Countries sharing Border with India**)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that …….(Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfils all requirements in this regard and is eligible to be considered and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of

issue of purchase order in terms of provisions of clause entitled "Issue of Purchase Order" Section ITB, conditions of contract in the bid documents.

Date: (Bidder Signature along with seal and Address)